VENDOR NAME:	

### **INVITATION FOR BIDS**

#### **DENVER WATER'S**

**BIDDERS' PROPOSAL NO. 10456A** 

**AUGUST 24, 2006** 

**FOR** 

**DUCTILE IRON SINGLE GASKET JOINT PIPE** 

FOR THE CONTRACT PERIOD OCTOBER 1, 2006 THROUGH NOVEMBER 30, 2007

RETURN COMPLETE BID PACKAGE IN A SEALED ENVELOPE

BIDS WILL BE OPENED AT DENVER WATER, PURCHASING SECTION, BUILDING 12, 3:00 P.M., SEPTEMBER 5, 2006.

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TAXPAYER IDENTIFICATION NUMBER (W-9)	

PURCHASING'S CONTRACT LINE: 303-628-6361

CONTRACT REPRESENTATIVE: Tom Valdez 303-628-6766

tom.valdez@denverwater.org

## CITY AND COUNTY OF DENVER, COLORADO BOARD OF WATER COMMISSIONERS

(referred to in this document as "Board" or "Denver Water")

#### **INSTRUCTIONS TO BIDDERS**

- 1. A Bidder's Proposal in response to an Invitation for Bids shall be submitted in accordance with these <u>Instructions to Bidders</u> and with the <u>General Conditions</u>, <u>Special Conditions</u>, <u>Specifications</u>, <u>Bill of Material</u>, <u>Proposal</u>, <u>TIN</u>, and <u>Acceptance</u>. These documents, plus any other documents required by the Special Conditions and any addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the contract.
- 2. The complete "Invitation for Bids" packet should be returned to Denver Water. The Bill of Material shall be written in ink or typewritten and shall be made a part of the Bidder's Proposal. The person signing the Proposal shall initial all corrections or erasures to the Bill of Material.
- 3. The Bidder's Proposal shall be completely filled out in ink or typewritten and signed by an authorized official. Officials of corporations shall state their official title. Persons bidding as partners or sole proprietors shall so state. Contractor warrants that persons signing the Proposal are empowered to legally bind Contractor to a contract.
- 4. Mailed Bidders' Proposals must be addressed to: <u>DENVER WATER PURCHASING SECTION</u>, 1600 WEST 12TH AVENUE, <u>BUILDING NO. 12</u>, <u>DENVER</u>, <u>COLORADO 80204-3412</u>. Bidders Proposals must be received by the Manager of Purchasing on or before the designated bid opening time. The bidder will be held responsible for any delay due to mail service.
- 5. Bidders' Proposals may be delivered to the office of the Manager of Purchasing, Denver Water, 1600 West 12th Avenue, Building No. 12, Denver, Colorado. Bidders' Proposals may be rejected if not received by the Manager of Purchasing on or before the bid opening time.
- 6. Bidders' Proposals may be withdrawn by bidders prior to the bid opening time, but only upon written request. Bidders' Proposals may not be withdrawn after they have been opened. All Bidders' Proposals will be deemed firm and open to acceptance or rejection for a period of forty-five (45) days after the bid opening.
- 7. Bidders submitting a "No Bid" are requested to complete, sign, and return the Proposal, in order to remain on future Bidders' Lists for this service or commodity.
- 8. Any Special Conditions will supersede Instructions to Bidders and General Conditions.
- 9. All bid prices must be firm for the period stated in the Special Conditions. Any price adjustment clause that may be included with a Bidder's Proposal may result in rejection of the Bidder's Proposal.
- 10. Bidders are urged to establish realistic delivery dates.

## INSTRUCTIONS TO BIDDERS (continued)

- 11. Bidders' Proposals must be accompanied by descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder's Proposal. Bidders' Proposals that do not comply with this requirement may be rejected.
- 12. If requested to do so, the successful Bidder shall furnish references demonstrating capability to provide the required materials and/or to perform the required services. Denver Water may inspect the Bidder's facilities and equipment and will determine, in its sole discretion, whether the Bidder will be awarded the contract.
- 13. When a Bidder intends to furnish an article he considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by Denver Water to evaluate the product. Denver Water reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
- 14. Bidders' Proposals will be evaluated on technical specifications, acceptable delivery and lowest bid price. Cash discount payment terms offered will not be used to determine the lowest bid price.
- 15. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie bid, award will be made in the Board's best interest.
- 16. No contract will be made with any entity who is in arrears to the City and County of Denver or its Board of Water Commissioners upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver.
- 17. These Instructions to Bidders, along with other information pertaining to Denver Water, may be accessed at Denver Water's Internet address: <a href="https://www.denverwater.org">www.denverwater.org</a>.
- 18. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412 Telephone: 303-628-6770.

#### **GENERAL CONDITIONS**

#### **MATERIALS**

- 1. <u>PERFORMANCE</u>: The Contractor shall furnish the materials covered by this contract subject to the terms and conditions contained in the documents comprising this contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing. The Contractor's written acceptance of this contract shall constitute unqualified acceptance of all its terms and conditions. These General Conditions shall supersede any inconsistent provisions in the Contractor's Proposal.
- 2. <u>CHANGES IN SCOPE</u>: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished under this contract. If the amount of material is increased or decreased, the Contractor will be paid for the actual amount of material furnished.
- 3. <u>WARRANTY</u>: The Contractor warrants the materials covered by this contract to be of the kind and quality set forth in the Specifications. The Contractor warrants that the materials shall, at the time of acceptance by the Board, and for a period of one year thereafter, be free of all defects in workmanship, material or installation. For a period of one year from the date the Board accepts any material, the Contractor shall be responsible for the satisfactory repair or replacement of any material or equipment which becomes defective as a direct or indirect result of the Contractor's workmanship or negligence.
- 4. <u>COMPLIANCE WITH SPECIFICATIONS</u>: The Board's Specifications establish the minimum acceptable requirements for materials. The Board shall determine at its sole discretion whether any proposed materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any equipment refer to the original manufacturer's specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

The Board may reject and return to the Contractor at Contractor's risk and expense any material that upon delivery does not meet the Specifications, or that has been damaged in transit.

5. <u>FAILURE TO COMPLY WITH SPECIFICATIONS</u>: If any materials provided by the Contractor do not meet specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this contract.

6. <u>INSPECTION AND TESTING</u>: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material is ready for shipment; or to witness any test, the results of which require approval by the Board's Engineer.

The Board may, at its discretion, inspect and test any delivery to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board's findings shall be binding and conclusive. The Board's acceptance of material, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material meeting the requirements of the Specifications.

- 7. <u>FAILURE TO PASS INSPECTION OR TESTING</u>: The Board will not accept material that is damaged, does not meet the Specifications or is unsuitable for use in the Board's potable water system. Should any material fail to meet test criteria, the Contractor will be required to take the following actions at its sole cost:
  - A. The Contractor must remove all material to which the unacceptable material has been added.
  - B. The Contractor must replace the material removed with like material meeting the Specifications.
- 8. <u>PAYMENT</u>: Payment will be made in conformity with the terms and conditions of this contract. The Board will not make advance or progress payments for materials unless provided for in the contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this contract, and must include the contract number of this contract on each invoice. Payments shall be based upon Contractor's verified progress in delivering the materials. Unless the Contractor has not properly performed, the Board will pay invoices within thirty days of receipt. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this contract. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Warrants shall be made payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement.

#### 9. <u>SALES, EXCISE AND USE TAXES</u>:

- A. <u>STATE</u>: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. The Contractor's shall not include any such taxes in the computation of prices submitted in the Bill of Material.
- B. <u>LOCAL</u>: The Contractor and all subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the work produced under this contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
- C. <u>FEDERAL</u>: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.
- 10. <u>DELIVERY DATES</u>: All items purchased shall be delivered F.O.B. Destination, freight prepaid, as required by the Specifications. The Contractor shall make delivery as promised in the Contractor's Proposal. When a date is set for delivery of materials, delivery must occur on or before that date, or the Board will have the right to cancel this contract and to purchase equivalent property at market prices for immediate delivery and hold the Contractor liable for any increase in the price over the prices established in this contract.
- 11. <u>TITLE TRANSFER</u>: The Contractor warrants that title to all materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.
- 12. <u>RISK OF LOSS</u>: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.
- 13. <u>PATENTS</u>: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor's use of any patented material, process, device or article in performing under this contract.
- 14. <u>LIABILITY</u>: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arising in any way out of this contract, caused by any negligent or wrongful act or omission of the Contractor or the Contractor's officers, agents or employees.

15. <u>RECORDS AND AUDITS</u>: The Contractor shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all purchases and billings under this contract.

The Contractor shall make available for audit and reproduction by the Board all records, in whatever form, related to this contract. The Contractor shall provide such availability during the term of this contract and for two years after final payment. The Contractor shall refund to the Board any charges determined by the Board's audit to be inconsistent with this contract.

- 16. <u>TERMINATION</u>: The Board at any time may terminate this contract in whole or in part upon written notice stating the type of termination and the effective date. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word "Contractor" includes the Contractor and his sub-contractors at any tier.
  - A. <u>Termination for convenience</u>. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation, the unit or pro rated contract price for the materials delivery. Compensation for termination for convenience shall not exceed the total contract price.
  - B. <u>Termination for Default</u>. The Board may terminate this contract for default if the Contractor fails to comply with the Specifications or the provisions of this contract, and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement materials, and the Contractor shall be liable to reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or pro rated contract price for any accepted Materials. Termination for default will result in the removal of the Contractor's name from the approved bid list for two years or a different period of time, at the Board's discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board.

- 17. <u>CHARTER OF THE CITY AND COUNTY OF DENVER</u>: This contract is made under and conformable to the provisions of the Charter of the City and County of Denver that control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this contract.
- 18. <u>VENUE AND GOVERNING LAW</u>: This contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. Venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This contract shall be governed by and construed under the laws of the State of Colorado.

19. <u>COLORADO GOVERNMENTAL IMMUNITY ACT</u>: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101, <u>et seq.</u>, as it may be amended from time to time.

#### 20. <u>DELAY IN PERFORMANCE</u>:

- A. <u>Delay of the Contractor</u>. If the Contractor promptly applies for an extension, and if the Board determines that the Contractor has been delayed by causes beyond the control and without the fault or negligence of the Contractor, the Board may extend the time for delivery of materials.
- B. <u>Delay by the Board</u>. If a delay is caused by the Board, without contribution by the Contractor, the time and price of the contract shall be subject to change under the provisions of paragraph 2. In the event of delay caused by the Board, the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.
- 21. <u>REMEDIES</u>: The rights and remedies of the Board provided under this contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law.
- 22. <u>NONDISCRIMINATION</u>: The Contractor agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, sex, age, national origin, handicap, or veteran's status. The Contractor agrees to comply with all applicable state and federal laws with regard to equal employment opportunity.
- 23. <u>ACCESS AND SECURITY</u>: The Board shall provide reasonable means of access to all Board locations covered under this contract. The Contractor shall comply with all the Board's access and building security policies.
- 24. <u>SMALL AND DISADVANTAGED BUSINESS ENTERPRISES</u>: The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs). Although the Board is not currently setting goals for SBE/DBE participation, the Contractor agrees to make a good faith effort to involve SBEs and DBEs in the work if and when the opportunity arises.

### SPECIAL CONDITIONS FOR

#### **DUCTILE IRON SINGLE GASKET JOINT PIPE**

Bidders' Proposal No. 07869A

#### 1. GENERAL:

Denver Water is soliciting bids to furnish ductile iron pipe of the types and quantities listed on the Bill of Material. Detail Specifications are included in the proposal.

Quantities shown on the Bill of Material are estimates only of Denver Water's requirements for the contract period and no guarantee of purchase is intended. Nominal quantities are sometimes requested in order to establish unit prices that are firm for the contract period for items that may not be required during the contract period.

#### 2. CONTRACT PERIOD:

The Contract shall commence October 1, 2006 and terminate November 30, 2007. Denver Water and the Contractor may mutually agree to renew and continue the contract for additional periods at the same terms and conditions. Contract renewal will be contingent on highly satisfactory completion of the current contract.

#### 3. AWARD:

Award will be made to the responsible bidder submitting the lowest total price for all items and meeting all delivery requirements. In case of discrepancy, price per foot will govern. Award will be made in the form of a single contract. Prices will be firm for the entire contract period.

#### 4. <u>CONTRACTOR(S)' RESPONSIBILITIES</u>:

<u>Deliverables</u>: <u>Due</u>:

NSF Standard 61 Certification After Notice of Award (prior to first delivery)

#### 5. ORDERING PROCEDURES:

Orders for pipe will be placed to suit Denver Water's inventory requirements throughout the contract period. Orders will be placed by means of Purchase Orders. All risk of loss of, or damage to, as well as handling and transportation costs, will be the Contractor's for all shipments made without express authorization.

It is anticipated orders will be placed to enable the manufacturer to ship Full Truck-load lots. Shipments of this nature are to be F.O.B. destination with all transportation charges prepaid. The unit prices on the Bill of Material should reflect Full Truck-load quantity pricing.

## SPECIAL CONDITIONS (continued)

#### 5. ORDERING PROCEDURES: (continued)

Denver Water will also place orders in Less-Than-Truck-load quantities and the Contractor will use all due diligence and exert every reasonable effort in Denver Water's behalf in the completion of manufacture, assembly and inspection processes to ensure the earliest possible shipment. Shipments of this nature are to be F.O.B. destination with all transportation charges prepaid.

#### 6. <u>DELIVERY</u>:

The Contractor may begin delivery immediately after the Notice of Award and receipt of a purchase order. Delivery will be completed as indicated on the purchase order or as directed by the Purchasing Agent, but shall not exceed 21 calendar days after receipt of order. The Contractor shall notify the Purchasing Agent of any manufacturing plant closures which may affect normal delivery time.

Time of delivery is of the essence with this contract. Failure to make prompt, full, and timely delivery of the ductile iron pipe will constitute just cause for the Purchasing Agent to seek redress for any additional costs incurred to satisfy Denver Water's quantity/time requirements. This shall include, but not be limited to, purchase of replacement ductile iron pipe from a substitute source and any applicable freight charges.

#### 7. SHIPPING ACKNOWLEDGMENT:

A written or fax shipping acknowledgment on all scheduled or revised shipping dates, method of shipment and any scheduling changes which will affect promised delivery dates must be sent to the Purchasing Agent. Denver Water's Purchasing fax number is 303-628-6775.

#### 8. LOADING INSTRUCTIONS:

All pipe shall be palletized on flatbed trucks or flatbed trailers for commercial shipment and shall be suitable for unloading by means of a forklift. All standard length pipe shall be palletized alternate bell. Pipe shall be banded, row and bundle. Stringers shall be placed between each row. All stringers must be of a sufficient thickness to provide a minimum clearance of 4" for forklift unloading. The pipe manufacturer shall seal both ends of the ductile iron pipe with Charna plugs, or equivalent. The pipe manufacturer shall tarp both ends of the pipe at the shipping point and the tarp will remain in place until the pipe is delivered and unloaded.

Manufacturer shall furnish gasket lubricant for each quantity of pipe furnished.

Accessories shall be bundled or palletized by size and shall be suitable for unloading and handling by a forklift. Strapping, blocking, bracing and dunnage shall be in accordance with applicable traffic regulations and sound practice within the industry. Denver Water reserves the right to specify the method of palletizing.

## SPECIAL CONDITIONS (continued)

#### 9. SHIPPING INSTRUCTIONS:

Shipments shall be made to Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204-3412, Building No. 8, ATTENTION: Mr. Tom Valdez, Manager of Warehousing. Purchase order numbers shall appear on all shipping papers. Denver Water reserves the right to reject any shipment it cannot identify.

#### 10. PAYMENT:

The Contractor shall submit itemized invoices for delivered product to:

Denver Water 1600 West 12th Avenue Denver, Colorado 80204 Attention: Accounts Payable

All invoices shall include the purchase order number. Denver Water will only pay by the piece for pipe received, as stated on the Bill of Material, the normal laying length times the price per foot.

#### 11. CONTRACT REPRESENTATIVE:

Questions or comments concerning this contract shall be directed to Denver Water's Contract Representative, Mr. Tom Valdez, Manager of Warehousing, at 1600 West 12th Avenue, Denver, Colorado 80204-3412 or by telephone 303-628-6766.

### SPECIFICATIONS FOR

#### **DUCTILE IRON SINGLE GASKET JOINT PIPE**

Bidders' Proposal No. 07869A

## PUSH-ON SINGLE GASKET JOINT 4-INCH, 6-INCH, 8-INCH, AND12-INCH, DIAMETERS

#### 1. GENERAL:

All ductile iron pipe shall be manufactured in accordance with A.W.W.A. Standard C151, "Ductile Iron Pipe", Centrifugally Cast, for Water", and must be fully gauged. The following are additional requirements or exceptions:

#### 2. <u>SIZE OF PIPE</u>:

This Specification shall cover ductile iron pipe in 4-Inch, 6-Inch, 8-Inch, and 12-Inch nominal diameters.

#### 3. JOINT TYPE:

"Push-On Single Gasket" type conforming with applicable requirements of A.W.W.A. Standard C111, "Rubber-Gasket Joints Ductile-Iron Pressure Pipe and Fittings".

#### 4. CLASS AND TYPE:

Wall thickness shall be in accordance with A.W.W.A. Standard C151, Table 3 dimensions and weights for special classes of push-on joint ductile iron pipe. Pipe furnished under this Specification shall conform to the following thickness class:

Nominal Pipe	Minimum Ductile Iron	Class
Diameter	Wall Thickness	
Inches	Inches	
4-INCH DIAMETER	0.26	51
6-INCH DIAMETER	0.25	50
8-INCH DIAMETER	0.27	50
12-INCH DIAMETER	0.31	50

## SPECIFICATIONS (continued)

#### 5. <u>PIPE LENGTH</u>:

Pipe furnished under this Specification shall have normal laying lengths of either 18 feet or 20 feet. Random lengths are not acceptable.

#### 6. MATERIAL STRENGTH:

Iron used in the manufacture of pipe furnished under this Specification shall have 60/42/10 physicals.

#### 7. <u>CEMENT MORTAR LINING</u>:

Pipe furnished under this Specification shall have standard thickness cement mortar linings in accordance with A.W.W.A. Standard C104, "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water".

#### 8. CERTIFICATION:

The manufacturer shall furnish a sworn statement that the inspection and all of the specified tests have been made, and the results thereof comply with the requirements of the applicable standard(s) herein specified. A copy of the certification, including compliance with NSF Standard 61, shall be sent to Denver Water's Purchasing Agent.

#### 9. ACCEPTABLE MANUFACTURERS:

The following manufacturers are approved to submit proposals under this Specification:

AMERICAN CAST IRON PIPE GRIFFIN PIPE PACIFIC STATES PIPE U.S. PIPE

NOTE: Questions or comments concerning the Specifications should be directed to the attention of Mr. Tony Cocozzella, Construction Specialist, 1600 West 12th Avenue, Denver, Colorado 80204-3412 at telephone 303-628-6627.

#### DRIVING DIRECTIONS TO DENVER WATER

From I-25, traveling north; or 6<sup>th</sup> Avenue, traveling east or west:

Proceed on 6<sup>th</sup> Avenue Freeway and exit at the Osage/Quivas Exit. (This is the exit just east of I-25). Proceed north under the 8<sup>th</sup> Avenue Viaduct where you will enter Denver Water property. You will be on Denver Water's service road, Seminole Road. Go north on Seminole Road past the three story Administration Building and shop buildings which will be on your left. Seminole Road ends at 12<sup>th</sup> Avenue. Turn left on 12<sup>th</sup> and you will quickly see a gate with a Guard Shack and Flag Pole. Check in with the guard and he or she will direct you to Building No. 8.

#### From I-25, traveling south:

Exit I-25 at Exit 209C, which is the 8<sup>th</sup> Avenue/Zuni ext. (This is the first exit after you cross under the Colfax Viaduct) proceed north on Zuni Street, (which runs parallel to I-25) until you reach the stoplight at 13<sup>th</sup> Avenue. Turn right and go east to Shoshone Street (the first street east of the Railroad Crossing). Turn right on Shoshone Street, after one-block, you will curve into 12<sup>th</sup> Avenue. Turn right at the gate with the guard shack and flagpole. Check in with the guard and he or she will direct you to Building No. 8.

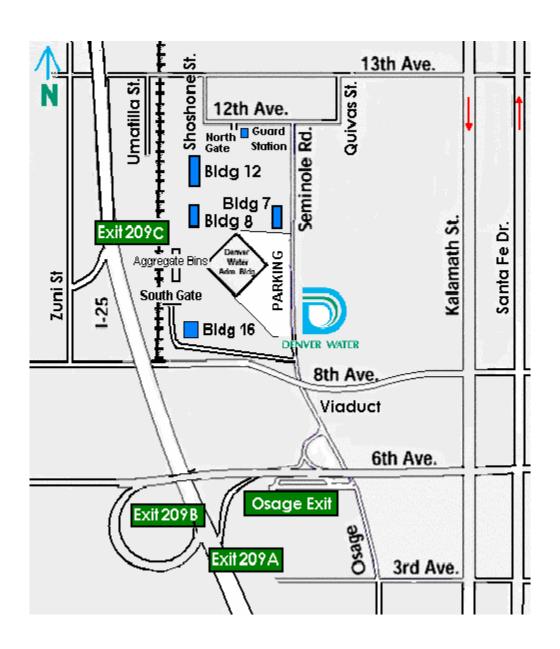
#### From Downtown Denver:

Proceed west on 13<sup>th</sup> Avenue. (13<sup>th</sup> is one-way west until Mariposa Street, where it becomes 2-way.) Proceed west to Quivas Street. Turn left on Quivas and then right on to 12<sup>th</sup> Avenue. Proceed west until you reach a gate with a guard shack and a flagpole. Check in with the guard and he or she will direct you to Building No. 8.

In all cases, there are clearly visible signs directing you to Denver Water. If all else fails, you may call the Purchasing Department directly at 303-628-6760.

## **DENVER WATER**

# 1600 WEST 12<sup>TH</sup> AVENUE DENVER, COLORADO 80204



## BILL OF MATERIAL FOR

#### **DUCTILE IRON SINGLE GASKET JOINT PIPE**

Bidders' Proposal No. 10456A

Item	Estimated Quantity	DW Part No.	Description	Price Per Foot	Item Price	
1.	3,000 Ft.	PK09904	4", Class 51, Ductile Iron Pipe	\$	\$	
2.	20,000 Ft.	PK09905	6", Class 50, Ductile Iron Pipe	\$	\$	
3.	40,000 Ft.	PK09906	8", Class 50, Ductile Iron Pipe	\$	\$	
4.	24,000 Ft.	PK09908	12", Class 50, Ductile Iron Pipe	\$	\$	
			TOTAL BID		\$	
ALL PIPE IS TO BE FULLY GAUGED						
D	elivery time if d	ifferent than	specified in these documents:			
PLEASE	STATE THE F	OLLOWING	<b>3</b> :			
M	Manufacturer:					
Scheduled Plant Closures:						

## BILL OF MATERIAL (continued)

PLEASE STATE THE FOLLOWING: (continued)	
Normal laying length:	-
Number of lengths, per size, that make up a Full Truc	ck-load:
	Number of lengths = Number of feet per load
4", Class 51, Ductile Iron Pipe	
6", Class 50, Ductile Iron Pipe	
8", Class 50, Ductile Iron Pipe	
12", Class 50, Ductile Iron Pipe	
REMARKS (For Any Clarification):	

#### PROPOSAL FOR

#### **DUCTILE IRON SINGLE GASKET JOINT PIPE**

Bidders' Proposal No. 10456A

The undersigned bidder,,
(Name of Firm)
("Contractor"), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), the materials set forth in the BILL OF MATERIAL and SPECIFICATIONS in accordance with the terms and conditions contained in the Contract Documents.
1. The Contract Documents, incorporated herein by reference, consist of the <u>Invitation fo</u> <u>Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material Proposal, TIN, Acceptance</u> and <u>any addenda issued by the Board</u> . No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.
2. The price offered to supply the materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of for all items bid. A cash discount of% is available upon the following conditions:
3. The Board will pay for all items purchased as set forth in the General Conditions.

4.

the General Conditions.

The Contractor shall deliver all items purchased under the Contract in accordance with

## Proposal (continued)

IN WITNE	SS WHEREOF th	nis proposal is	made this day of,
20:			
Name of Firm:			
	v, the signer cer terms of this Pro		or she is authorized to accept and bind the Contract.
By(Signature	of Authorized Ag	jent)	(Print or Type Name of Authorized Agent)
Permanent mailir Agent:	ng address of Aut	horized	Telephone No
Street address or	r P.O. Box		Fax No
			E-mail
City	State	Zip Code	
Bidder's status:	Individual/sole	proprietor	Corporation of the state of
	Partnership or	joint venture	Other
Owner of Firm: _			

#### BOARD'S ACCEPTANCE FOR

#### **DUCTILE IRON SINGLE GASKET JOINT PIPE**

Bidders' Proposal No. 10456A

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

	(Name o	of Firm)	,	
Check one:	Individual	sole proprietor		
	Corporation	on		
	Partnersh	ip		
	Small Disa	advantage Business E	nterprise (C	ertified SDBE)
	Other			
To provide those items listed in the Contractor's BIDDER'S PROPOSA listed on the BILL OF MATERIAL the BOARD OF WATER COMMISS	L. The purchase THAT HAS BEEN	e price shall be the am N MARKED WITH THE	ount set opp ACCEPTA	posite each item
				_ dollars.
Dated at Denver, Colorado, this	day of		_, 20	
CITY AND COUNTY OF DENVER Acting By and Through Its BOA	ARD OF WATER	COMMISSIONERS		
By Andy T. Spaulding Manager of Purchasing		REGISTERED AND AUDITOR, CITY AN		
		Ву:		

# Form W-9 (Rev. November 2005) Department of the Treasury

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

internal nev	ende Service					
	lame (as shown on your income tax return)					
ed uo	dusiness name, if different from above					
Specific Instructions on page	Check appropriate box:   Individual/   Corporation   Partnership   Other	<b></b>			empt from	backup
Print o	ddress (number, street, and apt. or suite no.)	Requester's	name and	address (op	tional)	
pecific	city, state, and ZIP code					
See S	ist account number(s) here (optional)					
Part I	Taxpayer Identification Number (TIN)					
backup v alien, sol your emp	ur TIN in the appropriate box. The TIN provided must match the name given on Line 1 withholding. For individuals, this is your social security number (SSN). However, for a re proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity loyer identification number (EIN). If you do not have a number, see How to get a TIN on the account is in more than one name, see the chart on page 4 for quidelines on whose	esident ties, it is on page 3.	Employer	or identification	n numbe	er
number t		_	1 +			
Part II	Certification	***	22 72 31	20 20	- 12	
Under pe	enalties of perjury, I certify that:					
1. The r	number shown on this form is my correct taxpayer identification number (or I am waitin	g for a numb	per to be is	ssued to m	ne), and	
Reve	not subject to backup withholding because: (a) I am exempt from backup withholding, nue Service (IRS) that I am subject to backup withholding as a result of a failure to rep ed me that I am no longer subject to backup withholding, and					
3. I am	a U.S. person (including a U.S. resident alien).					
withholdi For morto arrangem	tion instructions. You must cross out item 2 above if you have been notified by the IF ng because you have failed to report all interest and dividends on your tax return. For gage interest paid, acquisition or abandonment of secured property, cancellation of del lent (IRA), and generally, payments other than interest and dividends, you are not requi our correct TIN. (See the instructions on page 4.)	real estate tr	ansactions	s, item 2 d individual	oes not retireme	apply.
Sign Here	Signature of U.S. person ▶	Date ▶				